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2 NOTE: CHANGES MADE BY THE COURT
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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 DONYAE HALEY,

11 Plaintiff,

12 v.

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14
15 CITY OF LOS ANGELES, OFFICER
16 GONZALEZ, OFFICER
17 MASTROCINQUE, AND DOE
18 OFFICERS 1-10,

19 Defendants.

20
21 CASE NO. CV24-10645-MWF-JPRx
22
23 *Hon. Michael W Fitzgerald– Ctrm. 5A*
24 *Hon. Jean P. Rosenbluth– Ctrm. 880*

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27
28 **PROTECTIVE
ORDER**

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following

1 Stipulated Protective Order. The Parties acknowledge that this Order does not confer
2 blanket protections on all disclosures or responses to discovery and that the protection it
3 affords from public disclosure and use extends only to the limited information or items
4 that are entitled to confidential treatment under the applicable legal principles. The
5 Parties further acknowledge, as set forth in Section 12.3 below, that this Order does not
6 entitle them to file Confidential Information under seal; Civil Local Rule 79-5 sets forth
7 the procedures that must be followed and the standards that will be applied when a
8 Party seeks permission from the Court to file material under seal.

9 1.2 GOOD CAUSE STATEMENT

10 The parties represent that discovery in this case will involve the production of
11 confidential records (including but not limited to employment/personnel records¹ and
12 information² of individually named Defendants and/or other employees of the County).
13 In addition, Defendants anticipate conducting discovery as to any potential criminal
14 history of Plaintiff and/or decedent, which may include disclosure of sealed,
15 confidential or otherwise sensitive information. In order to expedite the flow of
16 information, to facilitate the prompt resolution of disputes over confidentiality of
17 discovery materials, to adequately protect information the parties are entitled to keep
18 confidential, to ensure that the parties are permitted reasonable necessary uses of such
19 material in connection with this action, to address their handling of such material at the
20 end of the litigation, and to serve the ends of justice, a protective order for such
21 information is justified in this matter. The parties shall not designate any
22 information/documents as confidential without a good faith belief that such
23 information/documents have been maintained in a confidential, non-public manner, and

24
25 ¹ “Government personnel files are considered official information.” *Sanchez v. City of Santa Ana*
26 (9th Cir.1990) 936 F.2d 1027, 1033; *Miller v. Pancucci*(C.D. Cal. 1992) 141 F.R.D. 292, 299.

27 ² See Ochoa v. McDonald's Corp., 2015 WL 3545921, at *2 (N.D. Cal.
28 June 5, 2015), in which the court granted a request to seal specified documents to the extent they
reflected employee numbers/identification.

1 that there is good cause or a compelling reason why it should not be part of the public
2 record of this case.

3 **DEFINITIONS**

4 2.1 Action: *Donyae Haley v. the City of Los Angeles, et. al.*, USDC Case No.
5 2:24-cv-10645-MWF-JPRx.

6 2.2 Challenging Party: a Party or Nonparty that challenges the designation
7 of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored, or maintained) or tangible things that qualify for protection
10 under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
11 Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 2.5 Designating Party: a Party or Nonparty that designates information or items
15 that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 2.6 Disclosure or Discovery Material: all items or information, regardless
18 of the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are produced or
20 generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
23 an expert witness or as a consultant in this action.

24 2.8 House Counsel: attorneys who are employees of a Party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other outside
26 counsel.

27 2.9 Nonparty: any natural person, partnership, corporation, association, or
28 other legal entity not named as a Party to this action.

1 2.10 Outside Counsel of Record: attorneys who are not employees of a
2 Party to this Action but are retained to represent or advise a Party and have appeared
3 in this Action on behalf of that Party or are affiliated with a law firm that has
4 appeared on behalf of that Party, including support staff.

5 2.11 Party: any Party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 Professional Vendors: persons or entities that provide litigation
11 support services (for example, photocopying, videotaping, translating, preparing
12 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or
13 medium) and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is designated
15 as “CONFIDENTIAL.”

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery
17 Material from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above) but also any information copied or extracted
21 from Protected Material; all copies, excerpts, summaries, or compilations of
22 Protected Material; and any testimony, conversations, or presentations by Parties or
23 their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial will be governed by the orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by

1 this Order will remain in effect until a Designating Party agrees otherwise in writing
2 or a court order otherwise directs. Final disposition is the later of (1) dismissal of all
3 claims and defenses in this Action, with or without prejudice, or (2) final judgment
4 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
5 reviews of this Action, including the time limits for filing any motions or
6 applications for extension of time under applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 5.1 Each Party or Nonparty that designates information or items for
9 protection under this Order must take care to limit any such designation to specific
10 material that qualifies under the appropriate standards. To the extent practicable, the
11 Designating Party must designate for protection only those parts of material,
12 documents, items, or oral or written communications that qualify so that other
13 portions of the material, documents, items, or communications for which protection
14 is not warranted are not swept unjustifiably within the ambit of this Order.

15 Indiscriminate or routinized designations are prohibited. Designations that
16 are shown to be clearly unjustified or that have been made for an improper purpose
17 (for example, to unnecessarily encumber the case-development process or to impose
18 unnecessary expenses and burdens on other parties) may expose the Designating
19 Party to sanctions.

20 If it comes to a Designating Party's attention that information or items it
21 designated for protection do not qualify for that level of protection, that Designating
22 Party must promptly notify all other Parties that it is withdrawing the inapplicable
23 designation.

24 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
25 Material that qualifies for protection under this Order must be clearly so designated
26 before the material is disclosed or produced.

27 Designation in conformity with this Order requires the following:

28 (a) for information in documentary form (for example, paper or electronic

1 documents but excluding transcripts of depositions or other pretrial or trial
2 proceedings), the Producing Party must affix at a minimum the legend
3 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
4 or portions of the material on a page qualify for protection, the Producing Party
5 should to the extent practicable clearly identify the protected portion(s) (for
6 example, by making appropriate markings in the margins).

7 A Party or Nonparty that makes original documents available for
8 inspection need not designate them for protection until after the inspecting Party has
9 indicated which documents it would like copied and produced. During the
10 inspection and before the designation, all material made available for inspection
11 must be treated as “CONFIDENTIAL.” After the inspecting Party has identified the
12 documents it wants copied and produced, the Producing Party must determine which
13 documents, or portions thereof, qualify for protection under this Order. Then,
14 before producing the specified documents, the Producing Party must affix the
15 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
16 portion or portions of the material on a page qualify for protection, the Producing
17 Party should to the extent practical clearly identify the protected portion(s) (for
18 example, by making appropriate markings in the margins).

19 (b) for testimony given in depositions, the Designating Party must identify
20 the Disclosure or Discovery Material that is protected on the record, before the close
21 of the deposition.

22 (c) for information produced in some form other than documentary and for
23 any other tangible items, the Producing Party must affix in a prominent place on the
24 exterior of the container or containers in which the information is stored the legend
25 “CONFIDENTIAL.” If only a portion or portions of the information warrant
26 protection, the Producing Party, to the extent practicable, must identify the protected
27 portion(s).

28 5.3 If timely corrected, an inadvertent failure to designate qualified

1 information or items does not, standing alone, waive the Designating Party's right to
2 secure protection under this Order for that material. On timely correction of a
3 designation, the Receiving Party must make reasonable efforts to assure that the
4 material is treated in accordance with the provisions of this Order.

5 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1 Any Party or Nonparty may challenge a designation of confidentiality
7 at any time consistent with the Court's scheduling order.

8 6.2 The Challenging Party must initiate the dispute-resolution process (and,
9 if necessary, file a discovery motion) under Local Rule 37.

10 6.3 The burden of persuasion in any such proceeding is on the Designating
11 Party. Frivolous challenges, and those made for an improper purpose (for example,
12 to harass or impose unnecessary expenses and burdens on other parties), may expose
13 the Challenging Party to sanctions. Unless the Designating Party has waived or
14 withdrawn the confidentiality designation, all parties must continue to afford the
15 material in question the level of protection to which it is entitled under the
16 Producing Party's designation until the Court rules on the challenge.

17 **ACCESS TO AND USE OF PROTECTED MATERIAL**

18 7.1 A Receiving Party may use Protected Material that is disclosed or
19 produced by another Party or by a Nonparty in connection with this Action only for
20 prosecuting, defending, or attempting to settle this Action. Such Protected Material
21 may be disclosed only to the categories of people and under the conditions described
22 in this Order. When the Action has been terminated, a Receiving Party must comply
23 with the provisions of Section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a manner sufficiently secure to ensure that access is limited to the
26 people authorized under this Order.

27 7.2 Unless otherwise ordered by the Court or permitted in writing by the
28 Designating Party, a Receiving Party may disclose any information or item

1 designated "CONFIDENTIAL" only to the following people:

2 (a) the Receiving Party's Outside Counsel of Record in this Action, as
3 well as employees of that Outside Counsel of Record to whom it is reasonably
4 necessary to disclose the information for this Action;

5 (b) the officers, directors, and employees (including House Counsel) of
6 the Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (d) the Court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this Action and who have
14 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (g) the author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information;

17 (h) during their depositions, witnesses and attorneys for witnesses to
18 whom disclosure is reasonably necessary, provided that the deposing party requests
19 that the witness sign the form attached as Exhibit A hereto and the witnesses will
20 not be permitted to keep any confidential information unless they sign the form,
21 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
22 transcribed deposition testimony or exhibits to depositions that reveal Protected
23 Material may be separately bound by the court reporter and may not be disclosed to
24 anyone except as permitted under this Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed on by any of the Parties engaged in settlement discussions or
27 appointed by the Court.

28 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN

1 OTHER LITIGATION

2 If a Party is served with a subpoena or a court order issued in other litigation
3 that compels disclosure of any information or items designated in this Action as
4 “CONFIDENTIAL,” that Party must

5 (a) promptly notify in writing the Designating Party. Such notification
6 must include a copy of the subpoena or court order unless prohibited by law;

7 (b) promptly notify in writing the party who caused the subpoena or order
8 to issue in the other litigation that some or all of the material covered by the
9 subpoena or order is subject to this Protective Order. Such notification must include
10 a copy of this Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be
12 pursued by the Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with
14 the subpoena or court order should not produce any information designated in this
15 action as “CONFIDENTIAL” before a determination on the protective-order request
16 by the relevant court unless the Party has obtained the Designating Party’s
17 permission. The Designating Party bears the burden and expense of seeking
18 protection of its Confidential Material, and nothing in these provisions should be
19 construed as authorizing or encouraging a Receiving Party in this Action to disobey
20 a lawful directive from another court.

21 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a
24 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
25 protected by the remedies and relief provided by this Order. Nothing in these
26 provisions should be construed as prohibiting a Nonparty from seeking additional
27 protections.

28 (b) In the event that a Party is required by a valid discovery request to

1 produce a Nonparty's Confidential Information in its possession and the Party is
2 subject to an agreement with the Nonparty not to produce the Nonparty's
3 Confidential Information, then the Party must

4 (1) promptly notify in writing the Requesting Party and the Nonparty that
5 some or all of the information requested is subject to a confidentiality
6 agreement with a Nonparty;

7 (2) promptly provide the Nonparty with a copy of this Order, the
8 relevant discovery request(s), and a reasonably specific description of the
9 information requested; and

10 (3) make the information requested available for inspection by the
11 Nonparty, if requested.

12 (c) If the Nonparty fails to seek a protective order within 21 days of
13 receiving the notice and accompanying information, the Receiving Party may
14 produce the Nonparty's Confidential Information responsive to the discovery
15 request. If the Nonparty timely seeks a protective order, the Receiving Party must
16 not produce any information in its possession or control that is subject to the
17 confidentiality agreement with the Nonparty before a ruling on the protective-order
18 request. Absent a court order to the contrary, the Nonparty must bear the burden
19 and expense of seeking protection of its Protected Material.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
22 Protected Material to any person or in any circumstance not authorized under this
23 Order, the Receiving Party must immediately notify the Designating Party in writing
24 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized
25 copies of the Protected Material, inform the person or people to whom unauthorized
26 disclosures were made of the terms of this Order, and ask that person or people to
27 execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto
28 as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B).

7 12. MISCELLANEOUS

8 12.1 Nothing in this Order abridges the right of any person to seek its
9 modification by the Court.

10 12.2 By stipulating to the entry of this Order, no Party waives any right it
11 otherwise would have to object to disclosing or producing any information or item
12 on any ground not addressed in this Order. Similarly, no Party waives any right to
13 object on any ground to use in evidence of any of the material covered by this
14 Order.

15 12.3 A Party that seeks to file under seal any Protected Material must
16 comply with Civil Local Rule 79-5. Protected Material may be filed under seal only
17 pursuant to a court order authorizing the sealing of the specific Protected Material at
18 issue. If a Party's request to file Protected Material under seal is denied, then the
19 Receiving Party may file the information in the public record unless otherwise
20 instructed by the Court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. As used in
25 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving
28

1 Party must submit a written certification to the Producing Party (and, if not the same
2 person or entity, to the Designating Party) by the 60-day deadline that identifies (by
3 category, when appropriate) all the Protected Material that was returned or
4 destroyed and affirms that the Receiving Party has not retained any copies, abstracts,
5 compilations, summaries, or any other format reproducing or capturing any of the
6 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
7 archival copy of all pleadings; motion papers; trial, deposition, and hearing
8 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
9 reports; attorney work product; and consultant and expert work product even if such
10 materials contain Protected Material. Any such archival copies that contain or
11 constitute Protected Material remain subject to this Order as set forth in Section 4
12 (DURATION).

13 14. SANCTIONS

14 Any willful violation of this Order may be punished by civil or criminal
15 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
16 other appropriate action at the discretion of the Court.

17
18 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

19
20 Dated: March 4, 2025 Kirakosian Law APC

21 By: /s/ Gregory Levon Kirakosian

22 Gregory Levon Kirakosian
23 Attorney for Plaintiff, Donyae Haley

24
25 Dated: March 4, 2025 **HYDEE FELDSTEIN SOTO**, City Attorney
26 **DENISE C. MILLS**, Chief Deputy City Attorney
27 **KATHLEEN KENEALY**, Chief Assistant City Attorney
28 **CORY M. BRENT**, Senior Assistant City Attorney

1 By: /s/ *Emily S. Cohen*
2

3 EMILY S. COHEN, Deputy City Attorney
4 *Attorneys for Defendants, CITY OF LOS ANGELES,*
5 **MOISES GONZALEZ, and PETER MASTROCINQUE**

6 ***FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.***

7
8 DATED: 3/4/2025

jean rosenbluth

9 **HON. JEAN P. ROSENBLUTH**
10 **UNITED STATES MAGISTRATE JUDGE**

11
12
13 **ATTESTATION RE ELECTRONIC SIGNATURES**
14

15 Pursuant to Local Rule 5 5-4.3.4(a)(2)(i), I attest that the other signatories listed,
16 and on whose behalf the filing is submitted, concur in the filing's content and have
17 authorized the filing.

18 Dated: March 4, 2025

19 **HYDEE FELDSTEIN SOTO**, City Attorney
20 **DENISE C. MILLS**, Chief Deputy City Attorney
21 **KATHLEEN KENEALY**, Chief Assistant City Attorney
22 **CORY M. BRENT**, Senior Assistant City Attorney

23 By: /s/ *Emily S. Cohen*
24

25 EMILY S. COHEN, Deputy City Attorney
26 *Attorneys for Defendants, CITY OF LOS ANGELES,*
27 **MOISES GONZALEZ, and PETER MASTROCINQUE**

1 EXHIBIT A

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [full name], of _____
4 [full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the U.S. District Court
6 for the Central District of California on [date] in the case of *Donyae Haley v. City of*
7 *Los Angeles, et al*, Case No. 2:24-cv-10645-MWF-JPR. I agree to comply with and to
8 be bound by all terms of this Stipulated Protective Order, and I understand and
9 acknowledge that failure to so comply could expose me to sanctions and punishment,
10 including contempt. I solemnly promise that I will not disclose in any manner any
11 information or item that is subject to this Stipulated Protective Order to any person or
12 entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the U.S. District Court for the
14 Central District of California for the purpose of enforcing the terms of this
15 Stipulated Protective Order, even if such enforcement proceedings occur after
16 termination of this action. I hereby appoint _____ [full
17 name] of _____ [full address and
18 telephone number] as my California agent for service of process in connection with
19 this action or any proceedings related to enforcement of this Stipulated Protective
20 Order.

21 Date: _____

22 City and State where signed: _____

23 Printed name: _____

24 Signature: _____

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